1. BROADBAND UNE

GENERAL

This Section applies to the Broadband UNE otherwise referred to in this tariff as "Broadband UNE", as provided by Ameritech Illinois, hereafter referred to as the "Company". Due to the nature of the technology being deployed with Project Pronto, Broadband UNE is available as an End-to-End UNE consistent with the Illinois Commerce Commission (ICC) orders in Docket 00-0393. Furthermore, this tariff establishes terms and conditions for the other Project Pronto related items specifically addressed in the Commission orders in the same Docket mentioned above. Broadband UNE is a non-competitive offering, which is offered in exchanges in Illinois as defined in Part 4, Section 1 of this Tariff. (T) (T)

The Company has filed this tariff pursuant to orders of the Illinois Commerce Commission and specifically reserves all rights and remedies it may have relating to possible challenges to those orders and this tariff under state and federal law, including federal preemption law.

General Regulations as found in Part 2 of this Tariff apply to this Section unless otherwise specified in this Section. The term "customer", which appears in Part 2 of the General Regulations, is the equivalent of the term "telecommunications carrier" as used in this Section.

This Tariff sets forth the terms and conditions for providing a Digital Subscriber Line ("DSL") service over Next Generation Digital Loop Carrier ("NGDLC") deployed in conjunction with the Company Project Pronto deployment consistent with the Illinois Commerce Commission (ICC) order on rehearing in Docket 00-0393.

This Tariff is not intended to address other unbundled network elements ("UNEs") that may otherwise be available in the Company outside loop plant network. Telecommunications carrier may obtain UNEs that otherwise are available as required by law (e.g. copper sub-loops and/or dark fiber) under the terms and conditions provided in the interconnection agreement or tariff as applicable.

1. BROADBAND UNE (cont'd)

GENERAL (cont'd)

Where the Company has deployed remote terminals with NGDLC, the Company must provide the telecommunications carrier with access to the transmission facility from the customers' premises to the central office, including access to unbundled packet switching as a part of the end-to-end UNE described herein in order to transport the data signals from the RT to the terminating port on the Optical Concentrating Device (OCD). (T)

Access to the Broadband UNE is provided under this tariff where NGDLC is deployed, operational, and facilities are available. Deployment of NGDLC pursuant to this tariff will be at the discretion of the Company unless otherwise provided by the Commission's Orders in Docket 00-0393. (T) (T)
The Company will provide telecommunications carriers information regarding the deployment of this technology through the DSL Network Information Page available via CLEC-Online.

Any xDSL offering established under the terms of this Tariff must be technically feasible given the Company NGDLC deployed in a specific RT site. Additionally, any service provisioned over the network architecture described herein is subject to the technical specifications outlined in the Company "Broadband UNE Technical Publication" located in the CLEC Handbook, as long as they are consistent with the Commission's orders in Docket 00-0393, any other applicable Commission or FCC Order and state and federal law. (T)

At this time, the only form of xDSL offering available with the architecture implemented by the Company is ADSL. To date, the Company has deployed ADSL line cards in the ATM portion of the NGDLC equipment. (T) (T)
The application of additional forms of xDSL and other ATM Quality of Service ("QoS") offerings to this architecture consistent with the Commission order in 00-0393 is discussed in Paragraph C.6 of this Section. (T)

With respect to the Broadband UNE, all line cards deployed in conjunction with the Project Pronto network architecture will be owned and maintained by the Company.

1. BROADBAND UNE (cont'd)

A. DESCRIPTION

The Project Pronto infrastructure deployed by the Company currently consists of the following network architecture: an RT site equipped with NGDLC; RT derived copper facilities extending from the RT site to the customer premises; dedicated fiber strands from the NGDLC RT to the central office with individual strands specific to voice and data respectively; NGDLC deployed in the Central Office Terminal ("COT") for the transport of the voice traffic from the RT site to the Company voice switch and/or Main Distribution Frame ("MDF"); and ATM capacity that will act as an OCD for the purpose of routing packet signals from data facilities to a telecommunications carrier leased port on the OCD. Nothing in this section precludes either party from seeking additional functionalities as set forth in Paragraph C.6. of this Section. (T) (T) (T)

NGDLC has been or will be installed in RT sites to effectively shorten the copper facility, as measured from the RT location, to less than 12 Kilofeet ("Kft") in most instances. The feeder cable is currently spliced to the backplane of the NGDLC placed in the RT site. A 2-wire copper cross-connect will be made in the SAI to migrate an existing distribution copper facility (associated with a subscriber address) from its existing copper feeder facility to the NGDLC. This cross-connect will serve to move the end-users line from the existing copper based network topology onto the fiber/copper network architecture, effectively shortening the length of the copper facilities (feeder and distribution) from the RT site to the end user premises. Telecommunications carrier access to sub-loops is addressed in Section 2.2 of this Tariff and Part 19 of this Tariff. (T) (T) (T)

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1. BROADBAND UNE (cont'd)

A. DESCRIPTION (cont'd)

A combination voice and data card or data card will be placed in the NGDLC equipment in the RT site. At this time the only card being deployed by the Company for xDSL offerings over the ATM network is an ADSL line card. In some instances, the Company is deploying HDSL-4 cards on the TDM portion of the network. The procedure for introducing new xDSL line cards consistent with the Commission order in Docket 00-0393 is discussed in Paragraph C.6. of this Section. This card contains the electronics that generate and receive data transmissions carried from the end-user to the central office via a remote terminal. The card also performs multiplexing and splitter functions that the system cannot otherwise provide. One or more PVCs will be established to route the data signal from the NGDLC to the OCn level ATM data transport facility to the central office and subsequently to the telecommunications carrier leased OCD port. (T) (T) (T) (T)

From the RT site, OCn level transport will be utilized to transport voice and data from the RT site to the Central Office on a non-protected fiber. An Asynchronous Transfer Mode ("ATM") based OCn level transport facility will be provided for the data portion, and a Time Division Multiplexed ("TDM") based OCn level transport facility will be provided for the voice path. In the central office, the incoming data OCn level transport facility terminates on the FDF and will be delivered to the OCD. The OCD aggregates OCn level transport facilities from multiple RTs and routes the traffic to the appropriate telecommunications carrier outbound OCn level or DS3c port leased on the FDF and will be delivered to the COT. From the COT the voice path is extended to the Company voice switch or to the MDF. (T) (T) (T)

1. BROADBAND UNE (cont'd)

B. DEFINITIONS

Digital Loop Electronics ("DLE")
Specific outside plant loop network infrastructure described in detail above. For billing purposes, this term will be utilized interchangeably with the term NGDLC. (T)

Digital Subscriber Line ("DSL")
Describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line, UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line) and RADSL (Rate Adaptive Digital Subscriber Line). (T) (T) (T)

Asynchronous Transfer Mode ("ATM")
A packet-based technology that offers the efficiency of packet switching and the reliability of a circuit switched network.

Packet Switching
The function of routing individual data units, or "packets," based on address or other routing information contained in the packets.

Serving Area Interface ("SAI") or Feeder Distribution Interface ("FDI")
Where the trunk line, or "feeder", leading back to the central office, and the "distribution" plant, branching out to the subscribers meet and "interface". The SAI/FDI might be located in the utility room in a multi-dwelling unit, in a remote terminal, or in a controlled environment vault (CEV). (T) (T)

(D)

1. BROADBAND UNE (cont'd)

B. DEFINITIONS (cont'd)

Sub-Loop
Any portion of the loop that is technically feasible to access at terminals in the Company's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal and the FDI/SAI. (T)

Digital Loop Carrier ("DLC")
Systems that digitally encode and aggregate, i.e. "multiplex," the traffic from subscriber's loops into DS1 signals or higher for more efficient transmission or extended range beyond that traditionally permitted by copper loops. The analog signals are carried from the customer premises to a remote terminal (RT) where they are converted to digital signals, multiplexed with other signals, and carried, generally over fiber, to the Company central office. (T)

Next Generation Digital Loop Carrier ("NGDLC")
A form of DLC that is capable of providing a time slot interchange functionality for the provision of voice (e.g. POTS traffic) from the RT to the CO local switch and capable of supporting xDSL via packetized (e.g. ATM traffic) from the RT to the central office. (T)

Remote Terminal ("RT")
Either a Controlled Environmental Vault ("CEV"); Hut; and/or Cabinet. (T)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS

1. Network Configurations

1.1 The Company must provide telecommunications carrier access to the Broadband UNE from the demarcation point at the customer's premises to the termination (port) on the OCD in the central office, including the associated electronics at the RT and the central office.

1.2 Telecommunications carrier access to the Company Project Pronto architecture pursuant to this tariff will be offered in two network configurations: A Data configuration in which the telecommunications carrier is provided several different means to provision xDSL offerings over the Project Pronto architecture; and a Combined Voice and Data configuration in which telecommunications carrier is provided the means to provision both voice and data over the Project Pronto network architecture. (T) (T)

1.3 The telecommunications carrier's means of access to the data portion of the Project Pronto architecture (as provisioned through the OCD), whether in the Data configuration or Combined Voice and Data configuration, is via collocation in the end office. The telecommunications carrier is required to be collocated at each end office in which telecommunications carrier desires to access the Broadband UNE. Telecommunications carrier is responsible to ensure that any necessary collocation arrangement, whether virtual and/or physical, and any subsequent collocation augments are completed and in place in each serving wire center in which it desires to place an order for any of the network components described within this Tariff. (T) (T)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

1. Network Configurations (cont'd)

1.4 The procedures for introducing new features and functions are addressed in Paragraph C.6. of this Section.

2. Data Configurations

2.1 The data configuration provides telecommunications carrier the capability to provision data connectivity from an end user location through the Company OCD, terminating at the telecommunications carrier collocation arrangement in the serving wire center. Such configuration will provide telecommunications carrier the capability of provisioning an xDSL offering to the end user location. Under this configuration, any underlying voice service will continue to be provided by the Company. The following network components outlined in this Section will be necessary in order for telecommunications carrier to provision an xDSL service over NGDLC.

The procedures for introducing new features and functions are addressed in Section C.6 of this Tariff. (N) (N)

1. *BROADBAND UNE (cont'd)*

C. TERMS AND CONDITIONS (cont'd)

2. Data Configurations (cont'd)

2.2 Sub-loops

A telecommunications carrier can order at least two (2) Sub-loop options in order to provide the capability of provisioning data connectivity from the customer premises to the RT site over existing distribution copper facilities: (T) | (T)

2.2.1 HFPSL - In the case in which a telecommunications carrier desires to transport its customers' data with the Company transporting the customers' voice over the same copper facility from the RT to the end user, telecommunications carrier will order the High Frequency Portion of the Sub-loop ("HFPSL") option. The HFPSL is equivalent to the high frequency portion of the existing copper facility from the RT site to the end user premises and is shared with the Company existing voice service.

The HFPSL arrangement outlined above is only available in such instance that the Company is the billing provider of the voice service to the end-user.

2.2.2 Data Only Sub-loop - In the case in which the telecommunications carrier desires to provide an xDSL service utilizing the full copper facility from the RT site to the end user premises (non-line shared), telecommunications carrier will order a Data Only Sub-loop. This Sub-loop is the full physical copper facility from the SAI or RT site to the NID at the customer premise and constitutes a separate copper facility to the existing copper facility used to provide voice service. (T)

The existing loop qualification rates and process available in conjunction with unbundled DSL capable loops, modified to include NGDLC specific information, will be made available to telecommunications carriers upon request in order to determine which locations can be served via this arrangement.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

2. Data Configurations (cont'd)

2.3 Permanent Virtual Circuit ("PVC")

2.3.1 ADSL PVC - In addition to the sub-loop components outlined above, telecommunications carrier will order a PVC from the RT to the telecommunications carrier leased OCD Port.

The PVC network component, which will include the use of the line card, common control card, system software and equipment necessary to transmit the data signal from the NGDLC equipped RT over the Ocn level fiber facility to the OCD in the central office and subsequently aggregate traffic through the OCD to the telecommunications carrier OCD Port Termination. This network component will be required in addition to the HFPSL, Data Only Sub-loop, or Combined Voice and Data Loop and the OCD Port Termination. (T) | (T)

Initially, the Company is only offering an ADSL Class of Service PVC. The potential deployment of additional PVC Classes of Service are outlined in detail in Paragraph C.6. of this Section.

PVCs are made available by the Company at the ATM Qualities of Service outlined below in Paragraph C.4. of this Section. The Company is offering three basic PVCs as of this time: CBR, UBR and CBR+UBR.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

3. Combined Voice and Data Configuration (cont'd)

Due to the current nature of the Project Pronto infrastructure voice and data traffic from a common copper facility will be split into two distinct paths in the NGDLC equipped RT as addressed above. The Company will provide the same telecommunications carrier with two distinct hand-off points at their selected virtual or physical collocation arrangement in the central office for voice and data traffic respectively. The combined voice and data arrangement will be provided to one (1) telecommunications carrier's collocation arrangement. The Company will not provide the voice path to one (1) telecommunications carrier and the data path to a third party collocation arrangement or vice versa. (T) (T)

3.1 Combined Voice and Data Network Components

3.1.1 Combined Voice and Data Loop - Telecommunications carrier will establish an underlying 2-wire copper facility from the RT site to the end user location. Both voice and data will be provisioned over such copper facility. This arrangement will consist of the voice path from the NGDLC equipped RT site to the MDF in the central office. From the MDF this facility will be extended to a telecommunications carrier's collocation arrangement in a manner similar to existing unbundled local loops provided over UDLC.

In addition to the Combined Voice and Data sub-loop, telecommunications carrier must have in place the ADSL PVC, OCD Port Termination, SAI Cross-Connect and OCD Cross-Connect to collocation as outlined above in paragraph C.2.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

4. ATM Qualities of Service ("QoS") (cont'd)

4.1 UBR (cont'd)

The Company shall provide telecommunications carriers with options for different amount of bandwidth. Some QoS classes are currently available and additional QoS classes will become available in the near future to allow telecommunications carrier the opportunity to provide distinctive offerings, if it so chooses. The Company is required to provide evidence that different QoS classes are not technically feasible. If a telecommunications carrier wishes to provide a certain service, it is up to the Company to show that the service is incompatible with the current architecture. This process is described in further detail in Paragraph C.6. of this Section.

PVCs are configured in advance by ATM service providers between the telecommunications carrier end user customer and a single service provider. Under the terms of this Tariff, telecommunications carrier represents the single service provider. Telecommunications carrier is responsible for providing the information necessary for the Company to provision the PVC over the Company Project Pronto network architecture. This information will be provided by the telecommunications carrier to the Company pursuant to the CLEC Information Form (CLIF) process and the CLEC Profile Process as outlined in this Tariff and addressed in the CLEC Handbook so long as the terms of the handbook are consistent with the Commission's Orders in Docket 00-0393. (T) (T)

The Company will be responsible for network monitoring of the use of the common OC-3c between the central office and the RT site. In the provisioning of a PVC, telecommunications carriers will be restricted to upstream and downstream bandwidth, aggregate power and noise settings which are technically feasible given the card vintage deployed in the NGDLC equipment. The Company must prove to the Commission that the telecommunications carrier's requested PVC is not technically feasible. (T) (T)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

4. ATM Qualities of Service ("QoS") (cont'd)

4.2 CBR

The Company will make available and telecommunications carrier may order a Constant Bit Rate ("CBR") QoS PVC for the establishment of telecommunications carrier DSL service.

The CBR PVC will provide telecommunications carriers a dedicated, fixed allocation bandwidth to the end user across the Project Pronto architecture. The standard CBR PVC offering will be 96 Kbps. Subject to the Special Request Process contained in this Tariff, telecommunications carriers may order CBR service in excess of 96 Kbps CBR subject to technical or economic feasibility. Telecommunications carriers are aware that the permanent pricing of the Broadband UNE has not been completed and that the price of a CBR PVC tends to increase with the increase in bandwidth. (T) (T)

Initially, CBR bandwidth will be allocated on a first come first serve basis. The potential of offering higher bandwidth CBR services is outlined in Paragraph C.6. of this Section.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

4. ATM Qualities of Service ("QoS") (cont'd)

4.2 CBR (cont'd)

Initially, in provisioning a CBR PVC, the Company will apply the following QoS parameters:

- Upstream Cell Transfer Delay 3ms;
- Downstream Cell Transfer Delay 2 ms;
- Upstream Cell Delay Variance 1.2 ms;
- Downstream Cell Delay Variance .7 ms;
- Cell Loss Ratio 7x10

Initially, the Company will provide two CBR serving arrangements:

CBR PVC within which a CBR PVC will be offered in a like manner to the UBR PVC offering outlined above; and CBR+UBR within which a telecommunications carrier will be provided the use of both a CBR and a UBR PVC per end user.

The potential of offering higher bandwidth or different CBR services is outlined in Paragraph C.6 of this Section on Future Features and Functions. (N) | (N)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

5. OCD Port Termination

The incoming dedicated OCn level transport for data will terminate on the OCD. An OCD will be placed in each end office where this element is made available. Telecommunications carrier will be required to purchase a port termination on the OCD. The OCD Port Termination will be provided at the DS3c or OC-3c port rate as ports on the OCD where technically feasible and/or supported by the OCD manufacturer. (T)

In addition to the OCD Port Termination, telecommunications carrier may purchase a physical OCD cross-connect. This cross-connect will be an optical cross-connect in the case of an OC-3c, or electrical in the case of a DS3c. Telecommunications carrier must establish the necessary collocation arrangement capable of accepting the OCD cross-connect prior to placing an order for the OCD Cross-Connect. (T) (D)

In the case of a DS3c port, the necessary collocation arrangement must consist of a physical piece of equipment capable of accepting a DS3c cross-connect consistent with the collocation tariffs approved by the Commission. (T) (T)

In the case of an OC-3c port, the necessary collocation arrangement must consist of a physical piece of equipment capable of accepting an OC-3c optical cross-connect consistent with the collocation tariffs approved by the Commission. (T) (T)

The OCD OC-3c or DS3c cross-connect consists of an optical or electrical cross-connect from the FDF or DSX location respectively in the SWC that will allow for the OCD Port Termination to be extended to a telecommunications carrier's physical or virtual point of collocation consistent with the collocation tariffs approved by the Commission. (T) (T)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

5. OCD Port Termination (cont'd)

(D)

When DS1 functionality is made available, telecommunications carriers are required to either move off of the higher bandwidth facility or continue with the DS3 level and pay the appropriate charge. The timeframe for telecommunications carriers to transfer service is five business days from when the Company notifies the telecommunications carrier that DS1 functionality is available.

Telecommunications carrier's will be allotted one OCD Port Termination for live customer traffic and an optional second OCD Port Termination for redundancy. Additional OCD Ports will be provided only at such time as telecommunications carriers has reached a threshold utilizing 60% of available capacity on the existing port termination providing live customer traffic.

(D)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

6. Availability of Future Features and Functionalities

6.1 In the filing of the initial version of this Tariff, only ADSL/UBR and ADSL CBR Quality of Service ("QoS") offerings are available in conjunction with Broadband UNE. The Company will encourage its vendors in consultation with the telecommunications carriers to develop line cards that support other xDSL services or that are universal in application. When new cards become available, the Company shall have the same obligations as it does with respect to ADSL cards. Any line card produced or licensed by the manufacturer of the NGDLC will be presumed to be technically feasible to provision and acceptable for deployment. The Company shall be required to show the Commission why a certain technology is not technically or economically feasible to provision. The Special Request Process is limited to requests for functions or features that are commercially available at the time the telecommunications carrier request is made. (T) (T)

6.2 The Company shall collaborate with telecommunications carriers to ensure that additional features and functions that are technically and economically feasible are introduced.

6.3 Should a vendor of DSL-enabled NGDLC, deployed in conjunction with Project Pronto, develop for use with the Project Pronto NGDLC equipment, a feature or functionality (such as other versions of xDSL or additional ATM QoS offerings) desired by telecommunications carrier, or should telecommunications carrier desire a higher grade ATM QoS than is available at the time telecommunications carrier seeks such feature, function or ATM QoS, telecommunications carrier may submit a request for such feature, function or ATM QoS, which will be governed, except as where otherwise noted, by the Special Request Process outlined below.

6.4 This Special Request process shall not apply to features and functions that are intended to become standard offerings to all telecommunications carrier. The time intervals for the Approval for Use ("AFU") process shall be the same for both features/functions requested through the Special Request process and for features/functions intended to become standard offerings.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

7. Generic Special Request (cont'd)

7.10 The requesting Telecommunications carrier and the Company will negotiate the manner in which Telecommunications carrier pays for any TELRIC-compliant development costs. If such negotiations do not reach a mutually satisfactory conclusion within thirty (30) calendar days, either party may notify the Commission. Upon such notification, the Commission may open an expedited tariff investigation to determine the appropriate rate levels for the element(s) in dispute.

7.11 The Company will be reimbursed for the development costs by the telecommunications carrier submitting the initial request for a specific product offering. For any subsequent requests, by a different telecommunications carrier, for the same feature/function of a product, for which the Company has already charged the initial telecommunications carrier for development costs, the Company shall charge the telecommunications carrier an equitable portion of the development costs. The Company shall subsequently credit the initial telecommunications carrier the amount which it has received from the subsequent telecommunications carrier. This process shall continue as long as additional telecommunications carrier's request the same feature/function, so that all carriers share in the development cost equally. The Company shall report each credit, and the method used to develop the credit, to the Director of the Telecommunications Division of the Illinois Commerce Commission within 30 days of its issuance.

7.12 Any products requested and/or provided for under the provisions of the tariff governing future features and functionalities will be subject to a determination of whether facilities exist and are capable of providing the desired feature and/or functionality requested by telecommunications carrier.

7.13 Should telecommunications carrier cancel the request after informing the Company that it wishes to proceed with development, cancellation charges will be applied, not to exceed the TELRIC-compliant costs incurred by the Company, up to and including the point of cancellation. (T)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

8. Product Deliver Timeframe

8.1 Should telecommunications carrier request a feature and/or function that has already been Approved for Use ("Post-AFU") with the Company's Project Pronto network architecture, the Company will make available to telecommunications carrier, the requested product offering no later than 30 business days after telecommunications carrier's confirmation of its acceptance of the Company's terms to move forward with the request (RD+85). (T) (T)

8.2 Features and functions made available in this initial 30-business-day time period may require further ongoing enhancements, and may be limited to non-mechanized service order flows until necessary system enhancements can be arranged, and the product introduced via the change management process.

8.3 Should telecommunications carrier request a feature and/or function that has not been Approved for Use (Pre-AFU) with the Company's Project Pronto network architecture, the Company will make the requested product offering available to telecommunications carrier within 30 business days of the completion of the AFU process for the proposed feature/function.

8.4 An AFU will only be necessary for the first requesting carrier for a specific product. If the same telecommunications carrier, or different telecommunications carrier, submits a subsequent request for a specific product offering, after completion of the AFU process and initial product development, the Company will make available such product offering at the telecommunications carrier's specified RT sites (provided such sites are DSL-enabled Project Pronto sites), within 30 business days of such request, as outlined above in the timeline for Post-AFU product offerings.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

10. G.LITE Specific (cont'd)

10.4 As a precondition to development of such offering, telecommunications carrier must agree to provide the Company with a non-binding one-year forecast of demand for a G.Lite product offering.

10.5 Telecommunications carrier is responsible for the TELRIC costs its request places on the Company. The manner of cost recovery is outlined in Paragraph 7.0 above. Any requested and agreed upon G.Lite offering would be subject to existing facilities as outlined in Paragraph 7.0 above.

11. G.SHDSL Specific

11.1 Upon receipt of a Special Request Process Application from a telecommunications carrier, as outlined above, for a G.SHDSL product offering, the Company will make available a G.SHDSL product offering to the requesting telecommunications carrier, at the locations specified by the telecommunications carrier (provided such locations are DSL-enabled Project Pronto locations), in the timeframes established under the full AFU process outlined above.

11.2 The Company will make a G.SHDSL offering available to telecommunications carrier within 105 business days of its confirmation to move forward with the telecommunications carrier's request for a G.SHDSL offering, subject to the terms noted below. (T)

11.3 The Company will not accept any Special Request for a G.SHDSL functionality, or introduce such functionality into the Approval for Use process, until the G.SHDSL offering is made available from Alcatel for Company testing. Specific information in regards to this event will be provided to telecommunications carriers via Accessible Letters. (T)

11.4 As a precondition to development of such offering, the telecommunications carrier must agree to provide the Company with a non-binding one-year forecast of demand for a G.SHDSL offering.

11.5 Telecommunications carrier is responsible for the TELRIC costs its request places on the Company. The manner of such cost recovery is outlined in Paragraph 7.0 of this Section.

11.6 Facility availability will be determined by the factors outlined in Paragraph 7.0 of this Section above.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

13. OCD Port Sharing

Telecommunications carrier can share an OCD Port leased by telecommunications carrier with third parties requesting shared use of the telecommunications carrier OCD Port Termination. Such arrangement shall be offered at the sole discretion of telecommunications carrier, without any involvement or facilitation by the Company. Telecommunications carriers shall agree upon one single point of contact. The single point of contact is responsible for all matters surrounding the lease of an OCD port. The Company will bill the single point of contact for the entire OCD port. It is telecommunications carriers' responsibility to bill each other in the case of OCD port sharing. (T)

The Company will require a Letter of Authorization ("LOA") from the telecommunications carrier indicating their agreement to provide such service to any third party provider of xDSL service. Such LOA will be required from the telecommunications carrier at a minimum of seven (7) business days in advance of accepting any end user service order from a third party provider of the Broadband UNE end user arrangements.

14. Provisioning and Installation

The Company will not guarantee that the copper sub-loop arrangements provided in conjunction with this tariff will perform as desired by telecommunications carrier for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. Telecommunications carrier requested testing by the Company beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where telecommunications carriers have requested that no conditioning be performed, the Company's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at telecommunications carrier's request, the Company will verify continuity, the completion of all requested conditioning, and will repair at no charge to telecommunications carrier any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

14. Provisioning and Installation (cont'd)

14.1 Infrastructure Service Order (cont'd)

In conjunction with each ASR submitted, telecommunications carrier must also submit a CLEC Information Form ("CLIF") indicating virtual parameters that must be established in conjunction with the telecommunications carrier leased OCD Port Termination. These parameters include the following: Customer Address (Point of Presence ("POP") Location); Connection Speed (OC-3c or DS3c); Connection Type (UNI DCE or UNI DTE); Virtual Path Indicator ("VPI") and Virtual Channel Indicator ("VCI") Ranges; and Number of Connections. These parameters may change if additional features or functionalities are added pursuant to Paragraph C.6. of this Section.

Specific VPI/VCI values provided on the CLIF must be consistent with published parameters outlined in the Company "Broadband Service UNE Technical Publication" as approved by the Illinois Commerce Commission so long as the parameter does not conflict with the Commission's orders in Docket 00-0393. This document outlines the compatible VPI/VCI ordering ranges with the Company equipment deployed in conjunction with this architecture. (T) | (T)

14.2 End User Specific Order

The telecommunications carrier end user specific orders consist of the DLE-xDSL HFPSL; the DLE-Sub-loop; or the DLE Combined Voice and Data Loop. These elements plus the PVC element to establish data connectivity will provide the configurations outlined above, to end user location. These network components will be ordered on one Local Service Request ("LSR").

Prior to the issuance of an end user specific order telecommunications carrier must build the prospective CLEC Profile ("CLEC Profile") telecommunications carrier desires to offer in conjunction with the Broadband UNE outlined in this Tariff. Terms and conditions for the establishment of the CLEC Profile are outlined in Paragraph 16 of this Section.

If the telecommunications carrier elects to receive both voice and data at collocation arrangement under the Combined Voice and Data arrangement outlined above, telecommunications carrier must complete the Dual Inventory Collocation process as referenced in the Broadband UNE Ordering Guidelines and/or CLEC Handbook section outlining ordering of this offering, so long as the process does not conflict with the Commission's Orders in Docket 00-0393. (T) | (T) (T) (T)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

16. CLEC Profile

Prior to ordering end user specific elements as provided in this tariff, telecommunications carrier must establish a CLEC Profile in the Broadband Ordering Profile ("BOP") graphical user interface. This interface will provide telecommunications carriers the capability to establish values associated with their end user's specific elements in the Network Management System ("NMS") controlling both the OCD and the NGDLC in the RT site. Telecommunications carriers will establish a profile that consists of combinations of upstream and downstream minimum and maximum bandwidth settings. Telecommunications carriers will be allowed via the BOP interface to establish a profile driven by telecommunications carrier AECN that consists of different combinations of these factors.

Telecommunications carrier is restricted to valid combinations that are technically feasible within the NGDLC equipment deployed by the Company. Such values are outlined in the Company "Broadband UNE Technical Publication", if not inconsistent with the Commission's Orders in Docket 00-0393, and subject to new features and functionalities that are introduced pursuant to Section 6 of this Tariff. (T) (T)

In the instance of a telecommunications carrier utilizing the UBR PVC option, the Company will not guarantee any amount of upstream or downstream minimum or maximum bandwidth as established by telecommunications carrier in a specific service profile. Telecommunications carriers will be provided whatever amount of bandwidth is generally available and the individual end user line synchronization over this architecture consistent with ADSL type service offerings. (T) (T)

An initial Profile must be built by telecommunications carrier five (5) business days prior to issuing any LSRs associated with end user specific elements as provided in this Tariff. The CLEC Profile of services as established via the BOP interface will encompass the entire SBC Illinois region. (T) (T)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

16. CLEC Profile (cont'd)

Telecommunications carrier will have the ability to make changes to the CLEC Profile. The changed CLEC Profile will be available to telecommunications carrier when telecommunications carrier orders new end user specific elements. However, previously established end user specific elements will not be automatically changed by the change of CLEC Profile. Instead, should the telecommunications carrier desire to change the CLEC Profile for existing end user specific elements, telecommunications carrier must submit a "change" order for the existing xDSL service establishing the end user specific elements under the new Profile parameters. The standard charges for processing service orders shall apply for all change orders. Initially, the Company will not offer a telecommunications carrier-to-telecommunications carrier conversion of service profiles or non-intrusive change of service profile values on a line-by-line basis. This restriction is subject to the requirements of Section 6 of this Tariff. (T) (T) (T) (T)

The Company has developed the BOP-GUI interface to encompass parameter values consistent across all vintages of NGDLC being deployed in conjunction with the Broadband Infrastructure (e.g. "Project Pronto").

The Company can only restrict the number of service profiles that the telecommunications carrier is provided in conjunction with this element if the Company can prove to the Commission that such restriction is necessary because it is technically infeasible to provide additional service profiles due to technical considerations involving the vintage of NGDLC deployed in the Company network. At this time, it is recommended, but not required, that the telecommunications carrier not establish more than ten (10) individual service profiles due to such concerns. (T) (T)

Additional instructions in relation to BOP system can be found in the "Broadband Ordering Profile User's Guide" available in the CLEC Handbook so long as the instructions are consistent with the Commission's Orders in Docket 00-0393. (T) (T)

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

17. Operations Support Systems

The Company shall make available to telecommunications carriers unfiltered gateway access to its OSS databases that contain loop qualification information that is available to the Company, the Company's affiliates or any employees of any of them. This information shall be provided in whatever form or format that information is made available to the Company, its affiliates or any of its employees. (T)

The Company shall make available to all telecommunications carriers the results of the audit of all OSS databases as ordered in Dockets 00-0312, 00-0313 and 00-0393, in order to determine all OSS data useful in pre-ordering, ordering, provisioning, maintenance and repair and billing for line shared xDSL. Such audit shall include in advance, all documentation needed to audit the systems and databases, including but not limited to user guides, data dictionaries, glossaries, job cards and table guides, with a description of each data field, all valid entries and an explanation of the data in that field.

The Company shall make available to telecommunication carriers all functionality for analyzing data in its databases listed in this Section. Such functionality shall include, but not be limited to, generating reports and inquiries.

18. Maintenance /Service Assurance

The terms and conditions for maintenance and service assurance for the end-to-end UNE loop provisioned over the Project Pronto network architecture will be the same as the terms and conditions for maintenance and service assurance outlined in interconnection agreement or tariff as applicable as they relate to line sharing.

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/1/ Material now appears on Original Sheet 37.1 in this Section.

1. BROADBAND UNE (cont'd)

C. TERMS AND CONDITIONS (cont'd)

19. Loop Conditioning /1/

Loop conditioning may be necessary in such instance as the distribution copper portion of the loop from the RT site to the end user (including the copper feeder to the SAI) contains copper disturbers in the network. In such instance, loop conditioning will be required in conjunction with this offering. The Company will perform such conditioning when requested by telecommunications carrier. In such instance as Loop Conditioning is requested by telecommunications carrier for a loop provided for with this service (T)
offering, such conditioning will be governed by the associated (T)
rates, terms and conditions for loop conditioning outlined in the
Interconnection Agreement or the applicable tariff. (T) /1/

/1/ Material formerly appeared on Original Sheet 37 of this Section.

1. BROADBAND UNE (cont'd)

F. PRICES (cont'd)

The Broadband UNE will be priced by the Company in accordance with the pricing methodology applicable to Unbundled Network Elements under Sections 251(c)(3) and 252 (d) (1) of the Telecommunications Act of 1996. Interim prices for the Broadband UNE described herein are set forth below and are subject to true up when final prices are established following the Commission's review of Ameritech's UNE cost studies. (T) (T)

Description	Nonrecurring Charge	Monthly Rate
Data only loop	$ 11.69	$ 9.23
Combined voice and data service	92.93	See Part 19, Section 2 of this Tariff
HFPSL line shared loop	-	-
DLE - ADSL PVC (UBR)	-	6.61
OCD Port Termination:		
- OC3c	116.94	76.60
- DS3	132.95	60.63
OCD Cross-connect to collocation:		
- OC3c	124.42	3.44
- DS3	129.75	14.38
- DLE SAI 2 Wire	83.49	-

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